

SCOTT YUNDT (CSBN 242595)  
TRI-VALLEY CARES  
2582 Old First Street  
Livermore, California 94551  
Telephone: (925) 443-7148  
Email: scott@trivalleycares.org

Attorney for Plaintiff  
TRI-VALLEY CARES

MELINDA HAAG (CSBA 132612)  
United States Attorney  
JOANN M. SWANSON (CSBN 88143)  
Chief, Civil Division  
ABRAHAM A. SIMMONS (CSBN 146400)  
Assistant United States Attorney

450 Golden Gate Avenue, 9th Floor  
San Francisco, California 94102-3495  
Telephone: (415) 436-7264  
Facsimile: (415) 436-6748  
Email: abraham.simmons@usdoj.gov

Attorneys for Federal Defendants

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

TRI-VALLEY CARES,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF  
ENERGY and NATIONAL NUCLEAR  
SECURITY ADMINISTRATION,

Defendants.

Case No. C 10-05923 RS

**SETTLEMENT AGREEMENT  
AND RELEASE**

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AND RELEASE**

In consideration of the terms set forth in this Settlement Agreement and the covenants and conditions contained herein (the "Agreement"), Plaintiff Tri-Valley CAREs (the "Plaintiff") and Defendants U.S. Department of Energy and National Nuclear Security Administration (collectively, the "Defendants"), by and through their undersigned counsel, hereby agree as follows:

WHEREAS, between May 30, 2007 and September 27, 2010, Plaintiff submitted to Defendants nine separate Freedom of Information Act ("FOIA") requests;

WHEREAS, to date, Defendants have provided final responses to each of Plaintiff's FOIA requests;

WHEREAS, after good-faith negotiations, Plaintiff and Defendants (collectively, the "Parties") have agreed to resolve this matter including all claims that were made or could have been made in plaintiff's First Amended Complaint filed in this action on July 22, 2010, upon the terms, and subject to the conditions, set forth in this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The Parties agree that the above-entitled action shall be dismissed with prejudice upon the Court's execution of the proposed order in exchange for Defendants' agreement to pay Plaintiff reasonable attorney fees in the amount of twenty-five thousand dollars and no cents (\$25,000.00). Payment shall be made as soon as practicable after the Court's execution of the order dismissing this action by transmitting an Electronic Funds Transfer ("EFT") or by a check payable to the Tri-Valley CAREs at the address set forth below:

Tri-Valley CAREs

2582 Old First Street

Livermore, California 94551

This payment shall constitute the full and final satisfaction of any and all of Plaintiff's claims for

1 attorney's fees, costs, and litigation expenses that could have been brought in the above-  
2 captioned matter, and is inclusive of any interest.

3 2. The Parties agree that upon the execution of this Agreement, Plaintiff hereby releases  
4 and forever discharges Defendants, and its successors, the United States of America, and any  
5 department, agency, or establishment, from any and all claims and causes of action that Plaintiff  
6 asserts or could have asserted in this litigation regarding the FOIA requests enumerated in the  
7 First Amended Complaint ("Released Claims"). Such released claims include any and all claims  
8 raised in plaintiff's First Amended Complaint filed July 22, 2011 and any additional claims that  
9 of the date this agreement is signed could have been raised regarding the FOIA requests  
10 enumerated in the First Amended Complaint. The Agreement bars further action on the Released  
11 Claims in any judicial or administrative forum.

12 3. The Parties acknowledge that this Agreement is entered solely for the purpose of  
13 settling and compromising any remaining claims in this action without further litigation, and it  
14 shall not be construed as an admission by any party of the truth of any allegation or the validity of  
15 any claim asserted in this action. This Agreement shall not be used in any manner to establish  
16 liability for fees, amounts, or hourly rates in any other case or proceeding. In addition, the Parties  
17 agree that none of the facts as alleged in paragraphs 18 through 193 of plaintiff's First Amended  
18 Complaint filed July 22, 2011, shall be included in any subsequent action to serve as the basis for  
19 a claim that defendants are or have engaged in a pattern and practice of violating the Freedom of  
20 Information Act or other laws.

21 4. The Parties agree that this Court shall retain jurisdiction over this matter solely for the  
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1 purposes of resolving any dispute arising out of, relating to, or alleging a breach of this  
2 Agreement.

3 Dated this 20<sup>th</sup> day of December, 2011

4 SCOTT J. YUNDT

MELINDA HAAG  
United States Attorney

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8 Attorneys for Plaintiff  
9 Tri-Valley CARES

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11 ABRAHAM A. SIMMONS  
12 Assistant United States Attorney  
13 Attorneys for Defendants

14 ORDER

15 The parties having resolved all issues in this litigation, including issues relating to the payment of  
16 attorney's fees and costs arising in this litigation, IT IS HEREBY ORDERED that this action is  
17 dismissed with prejudice.

18 Dated: 12/20/11

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20 Honorable Richard Seeborg, District Judge  
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